

containing the commercial information pertinent to that particular Waste Product. Each Acceptance Letter shall be issued in duplicate and executed by the Generator and Disposer. An Acceptance Letter, prepared and executed as herein required, together with the Generator's Waste Material Profile Sheet for such Waste Product, shall be considered incorporated into this Agreement and a part hereof as of the date and time of its execution. It is the intention of the parties that each Acceptance Letter, when incorporated herein, constitutes a separate undertaking, individually enforceable.

An Acceptance Letter, or any amendment thereto, shall be executed, on behalf of Disposer or Generator, only by such persons appointed as authorized agents of the parties for such purposes, which persons are identified, by name or specific position title, in Exhibit B, attached hereto and made part hereof. Either party may, by notice to the other, amend its list of authorized agents, which shall constitute an amendment to Exhibit B at the time such notice is received.



For purposes of this Waste Transportation and Disposal Agreement, the term "Disposer" shall be deemed to include Chemical Waste Management, Inc. and the following subsidiaries and affiliates: Solvent Resource Recovery, Inc., Chem-Security Systems, Inc., SCA Chemical Services, Inc., SCA Services of Passaic, Inc. and Adams Center Sanitary Landfill, Inc. The corporate entity entering into each particular Exhibit "A" and "B" shall be the corporate entity responsible for performance in accordance with the terms and conditions set forth herein. By executing a particular Exhibit "A" and "B", such corporate entity shall be deemed to have ratified this Waste Transportation and Disposal Agreement in its entirety."

At any time during the term of an Acceptance Letter, upon the written request of Disposer, the Generator shall: (a) supply an updated written description of the Waste Products or a written certification that the description previously supplied remains true and accurate; or, (b) supply a written certification that a particular load of Waste Products delivered to Disposer constituted a representative sample of the Waste Products described in the Generator's Waste Material Profile Sheet; or, (c) supply a representative sample of the Waste Products together with a written certification of the sample's representativeness; or, (d) allow Disposer access to the Waste Products at Generator's facility for the purpose of obtaining one or more representative samples. Forms to be used in providing written Waste Products descriptions, recertifications of previous descriptions, or certifications of representative Waste Products samples shall be supplied by Disposer.

WASTE TRANSPORTATION AND DISPOSAL AGREEMENT

On this 14th day of August, 1981, the parties, Monsanto Company, a Delaware corporation with its principal offices at 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 (hereinafter called "Generator"), and CHEMICAL WASTE MANAGEMENT, INC., a Delaware corporation with its principal offices at 3003 Butterfield Road, Oak Brook, Illinois 60521, on behalf of itself and its subsidiaries (hereinafter called "CWM"), have agreed as follows:

1. WASTE PRODUCTS. The term "Waste Products" refers to those solid, liquid, semisolid, or gaseous materials which are generally described in, and which have physical, chemical, biological or radioactive constituents, characteristics and properties as stated in, the Supplemental Information Document. The term "Waste Products" also includes containers as are described in the Supplemental Information Document, which are to be supplied by Generator. The term "unit of Waste Products" refers to a single container of Waste Products (such as a barrel, drum, box, or tanker load).

Waste Products shall be considered nonconforming: (i) if they are not in accordance with the warranties stated in Section 15(a), (b), (c), and (d) of this Agreement, or (ii) if they have constituents or components, not fairly disclosed in the Supplemental Information Document, (a) which materially increase the nature or extent of the hazard and risk undertaken by CWM in agreeing to handle, load, transport, store, stow, process, treat or dispose of the Waste Products, or (b) for whose storage, treatment or disposal the Disposal Facility is not designed or permitted.

2. SUPPLEMENTAL INFORMATION DOCUMENT. Where "the Supplemental Information Document" is referred to in this Agreement, the

parties understand that such term refers to each single entire document, in that form specified in Exhibit A (which exhibit is attached hereto and made part hereof), containing the information therein required and executed by the Generator and CWM, and to any written amendments thereto. Each Supplemental Information Document shall be designated by Generator's facility and numbered in chronological sequence. Each Supplemental Information Document must be executed by an authorized representative of the Generator's facility and of CWM. Each Supplemental Information Document, when executed by both parties is incorporated into this Agreement and made a part hereof, and constitutes a separate undertaking, individually enforceable.

A Supplemental Information Document, or any amendment thereto, shall be executed, on behalf of CWM or Generator, only by such persons appointed as authorized agents of the parties for such purposes, which persons are identified by title or position in Exhibit B, attached hereto and made a part hereof. Either party may, by notice to the other, amend its list of authorized agents, which shall be considered an amendment to Exhibit B.

3. TENDER. As used in this Agreement, tender means offer for acceptance, and refers to both the act of offering (verb) and the offer itself (noun). Generator shall tender the Waste Products to CWM at those times and places, in those quantities, and in the manner specified in the Supplemental Information Document. Generator shall at the same time and place, provide to CWM those completed documents, shipping papers or manifests as are required, for transportation, storage, processing, treatment or disposal of the Waste Products, by valid and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including, but not limited to, the Federal

Insecticide, Fungicide and Rodenticide Act, the Federal Environmental Pesticide Control Act of 1972, the Hazardous Materials Transportation Act, the Toxic Substances Control Act and the Resource Conservation and Recovery Act of 1976.

4. CWM RIGHT TO INSPECTION. CWM shall have the right, but not the obligation, to inspect, sample, analyze or test any Waste Products before accepting such Waste Products. CWM's exercise of, or failure to exercise, its right hereunder shall not operate to relieve Generator of its responsibility or liability under this Agreement.
  
5. REJECTION OF WASTE PRODUCTS. Waste Products may be rejected by CWM at the time and place of tender for any of the following reasons:
  - (a) If the tender of such Waste Products is not made at the times and places, in the quantities or in the manner specified in the Supplemental Information Document; or
  
  - (b) If the Generator fails to provide at the time and place of tender of such Waste Products those completed documents, shipping papers or manifests as are required for lawful transfer of the Waste Products to CWM, by valid and applicable statutes, ordinances, orders, rules or regulations of the federal, state or local governments, including but not limited to the Hazardous Materials Transportation Act, the Toxic Substances Control Act and the Resource Conservation & Recovery Act of 1976; or
  
  - (c) If the notification described by Section 15(g) of this Agreement is required and is not made available at the time and place of tender of such Waste Products; or

- (d) If CWM has knowledge at the time of tender that the Waste Products are non-conforming; or
- (e) If there is an obvious defect in the container, its labeling or marking. Provided, however, if a particular unit of Waste Products is determined to be non-conforming solely because of an obvious defect in the container, its labeling or marking, which non-conformity, if present in any other tendered container, would be visibly apparent, CWM's option shall be limited to accepting or rejecting the particular non-conforming unit; or
- (f) If Generator fails or refuses to provide CWM with access to such Waste Products for purposes of inspecting, sampling, analyzing or testing such Waste Products prior to acceptance.

Rejection of Waste Products or any unit of Waste Products for any of the above stated reasons must be made at the time of tender and prior to acceptance. Failure of CWM to reject Waste Products shall be deemed acceptance, and CWM may not thereafter claim that such Waste Products are rejected for any of the above reasons. In rejecting any Waste Products pursuant to this Section, CWM shall orally notify the Generator of the reason for such rejection, such notice to be followed by written notice within five (5) business days.

If Waste Products are rejected for any of the above reasons, CWM may (i) waive the right to reject and accept all Waste Products tendered or, (ii) reject those units which it reasonably believes are subject to rejection pursuant to this section and accept the rest.

6. ACCEPTANCE OF WASTE PRODUCTS. CWM shall accept any Waste Products which are in conformance with, and which have been tendered in accordance with, this Agreement, including the Supplemental Information Document, and may accept, as provided in Section 5, non-conforming Waste Products. If transportation is to be provided by CWM, acceptance shall be effective and title, risk of loss and all other incidents of ownership shall be transferred from Generator and vested in CWM upon completion of loading of the Waste Products onto vehicles. If transportation to the Disposal Facility is to be provided by Generator, acceptance shall be effective and title, risk of loss and all other incidents of ownership shall be transferred to and vested in CWM upon delivery to the CWM Disposal Facility, at the time of completion of unloading.

Failure of CWM to reject the Waste Products, or any unit thereof, as provided in Section 5 shall be deemed acceptance of all tendered Waste Products not so rejected. Acceptance of the Waste Products, or any unit thereof, does not, however, impair or operate as a waiver of any right or remedy available to CWM, including revocation of acceptance in the event the Waste Products are later discovered to be non-conforming.

7. REVOCATION OF ACCEPTANCE. Before the condition of the Waste Products has been materially changed (such as by treatment, processing or disposal) CWM may revoke its acceptance of any unit or units of Waste Products discovered to be non-conforming. However, CWM may not revoke its acceptance based on any of the reasons specified in Section 5(a)-(f).

Pursuant to the above paragraph, discovery by CWM that any unit of the Waste Products is non-conforming shall be considered discovery that all similar units of such Waste Products, accepted at the same time as said non-conforming

unit are non-conforming for the same reasons, except as provided in Section 5(e). Revocation of acceptance of a unit of Waste Products without actual discovery of a non-conformity in such unit shall be ineffective if the Generator, within five (5) days after receipt of notice of revocation, provides written instruction to CWM to determine at Generator's expense whether such unit is actually non-conforming for the reasons stated in the revocation notice.

Revocation pursuant to this Section shall be within ten (10) days after the non-conformity is discovered or should have been discovered. In revoking its acceptance of any Waste Products, CWM shall promptly notify the Generator in writing of the manner in which the Waste Products are non-conforming.

- 7a. GENERATOR'S OPTIONS IN EVENT OF REJECTION OR REVOCATION OF ACCEPTANCE. In the event CWM rejects or revokes its acceptance of Waste Products, and at such time the Waste Products are in CWM's possession or control, Generator may, within five (5) business days after receipt of notice, notify CWM of Generator's intent to test the Waste Products, to verify the alleged non-conformity, or to correct any improper containerization, marking or labeling. Generator may, if lawfully permitted, direct CWM to arrange for such testing or corrections, pursuant to Generator's instructions and at Generator's cost. All testing or corrections must be completed within twenty-one (21) days of Generator's receipt of the rejection or revocation notice.

Upon mutual agreement of the parties that the Waste Products or any unit are non-conforming for the reasons specified in CWM's notice, the notice of rejection or revocation as to such Waste Products or unit shall be deemed null and void as of the time of its original issuance.

8. CWM OPTIONS AS TO RIGHTFULLY REJECTED OR REVOKED WASTE PRODUCTS.

If CWM rejects or revokes its acceptance of all or any units of Waste Products, and at such time the Waste Products are in CWM's possession or control, CWM and Generator shall, in good faith, attempt to amend the Supplemental Information Document to provide for handling of the non-conforming materials. If the parties cannot, within a reasonable time after rejection or revocation (including any time provided for correction or testing in Section 7(a)), agree on necessary amendments, Generator shall make prompt arrangements, upon receipt of written notice of rejection or revocation, for the removal of the non-conforming materials from the Storage or Disposal Facility to another lawful place of disposition.

Generator agrees to pay CWM its reasonable expenses and charges for handling, loading, stowing, preparing for transport, transporting, storing and caring for any Waste Products returned to Generator pursuant to this Section.

9. LOADING AND TRANSPORTATION OF WASTE PRODUCTS. If the Supplemental Information Document specifies that CWM is to provide loading, stowing or transportation services, CWM shall load, stow or transport Waste Products to the Disposal Facility specified in the Supplemental Information Document. As between the parties, when CWM is providing such services, selection of transportation vehicles or vessels, times of travel and routes shall be solely determined by CWM, unless otherwise specified in the Supplemental Information Document.

10. DISPOSAL. CWM shall dispose of the Waste Products at the particular facility or facilities, referred to herein as "the Disposal Facility", and identified in the Supplemental Information Document. CWM shall utilize those general treatment, processing or disposal methods specified in the Supplemental Information Document; however, as between the

parties, CWM shall be solely responsible for determining the specific times for and implementation of such processing, treatment or disposal of the Waste Products.

CWM shall not use, distribute or sell any of the Waste Products, or any component or residue thereof, unless otherwise specified in the Supplemental Information Document.

11. TITLE TO WASTE PRODUCTS. At the time CWM accepts Waste Products, title, risk of loss and all other incidents of ownership to the waste materials shall be transferred from Generator and vested in CWM.

A rightful revocation of acceptance made in accordance with the provisions of Section 7 of this Agreement, reverts title in the Generator including risk of loss and all other incidents of ownership at the time Generator receives written notice of such revocation of acceptance; provided, however, CWM shall: (i) advise and inform its employees that the non-conforming Waste is, or may have been in contact with or contain materials that are hazardous; (ii) see that such employees take all reasonable safety and handling precautions in order to avoid injury to or death of persons and damage to property under the circumstances then presented; (iii) handle, store and transport non-conforming Waste in its possession, control or custody in a careful and workmanlike manner; and (iv) use its best efforts to handle, store and transport non-conforming Waste in accordance with all applicable federal, state and local laws and regulations. Generator agrees to pay CWM its reasonable handling and transportation expenses and charges for the transportation and return of non-conforming Waste to Generator or to such party or location designated by Generator. Upon receipt of five (5) days' prior written notice to Generator (or a longer period mutually agreed to by the parties), CWM may, at its option,

require Generator to arrange transportation for non-conforming waste.

12. TERM AND RIGHT TO TERMINATE. The term of this Agreement shall commence upon execution by both parties. Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, (ii) has filed a voluntary petition in bankruptcy, (iii) has made an assignment for the benefit of creditors, or (iv) if a receiver has been appointed for such party. Termination pursuant to this paragraph shall be effective for performance remaining under any and all Supplemental Information Documents.

Generator may terminate this Agreement, with respect to performance remaining under an identified Supplemental Information Document, if, at any time after execution of such Document, the specified Disposal Facility fails to obtain, or maintain as valid, any license, permit or approval required to allow lawful acceptance and storage, treatment, processing and disposal of the Waste Products at such Facility.

Termination as provided above shall be by notice from the terminating party to the other party, specifying the reason therefor and the effective date thereof, which shall be not less than five (5) days after the date of the notice.

Termination hereunder shall operate to discharge all obligations which are executory by either party on and after the effective date of termination, but any right of a party, based on performance or a breach of this Agreement prior to the effective date of termination, shall survive. Furthermore, Sections 14, 15, 16, 17 and 18 shall survive any cancellation, termination or expiration of this Agreement.

The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement or any Supplemental Information Document for breach of its terms or conditions.

13. COMPENSATION: For all of the Waste Products transported or disposed of by CWM, Generator shall pay CWM a fee, determined in accordance with the Supplemental Information Document. CWM shall measure the Waste Products, for the purpose of computing fees, at the time and place, and in the manner, specified in the Supplemental Information Document. CWM determinations so made shall govern unless proved to be in error by Generator.

Fees specified in the Supplemental Information Document shall not be altered during the term of this Agreement. However, should legislation or regulations enacted or promulgated after the date of execution of the Supplemental Information Document impose taxes, tariffs, fees, surcharges or other charges specifically upon the transportation or disposal of the Waste Products, CWM shall notify Generator in writing of such charges prior to their imposition on Waste Products of Generator. Upon receipt of such notice, Generator and CWM shall arrange for payment of such charges upon mutually agreeable terms. Failing to agree, either party may terminate the identified Supplemental Information Document. The foregoing is not intended to apply to increases in costs due to capital expenditures on plant or equipment.

CWM shall submit statements to the Generator which shall be paid by the Generator not later than thirty (30) days from date of receipt. CWM shall retain copies of such statements for a period of at least five (5) years, as a record of disposal.

14. CWM WARRANTIES. CWM warrants and represents to the Generator that:

- (a) CWM is engaged in the business of transporting, loading, stowing, storing and disposing of Waste Products and understands the currently known hazards and risks which are presented to human beings, property and the environment in the handling, transportation, storage, treatment, processing and disposal of the Waste Products described in the Supplemental Information Document; and,
- (b) CWM is engaged in the business of transportation and disposal of industrial and other wastes, and has developed the requisite expertise for the transportation, stowing, storing, handling and disposal of such wastes; and,
- (c) CWM will handle, load, stow, store, transport, treat, process or dispose of the Waste Products in a careful and workmanlike manner and in full compliance with all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdictions such activities are performed under this Agreement; and shall see that all appropriate safety and handling precautions are followed to ensure the safety and well-being of persons, property and the environment in the disposal activities provided for in this Agreement; and
- (d) Any and all vehicles or vessels, Waste Products containers and personnel to be provided by CWM in the performance of this Agreement have obtained or will obtain all permits, licenses, certificates or approvals required to comply with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments; and

- (e) The Disposal Facility (or Facilities) described in the Supplemental Information Document has been issued as of the date of execution of such Document all permits, licenses, certificates or approvals, required by valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in which such Facility is located, as are necessary to allow such Facility to accept and store, treat, process and dispose of the Waste Products as described by the Generator in such Document.
- (f) CWM will promptly notify Monsanto of any of the following which is connected with any activities, services or operations of CWM under this Agreement: (i) any warning, citation, indictment, claim, lawsuit or proceeding issued or instituted by any federal, state or local governmental entity or agency, (ii) the revocation of any license, permit or other document issued to CWM by any such entity or agency, or (iii) any other claim (including, without limitation, claims for Workmen's Compensation) or lawsuit against CWM, for personal injury, death or property damage arising in connection with the Disposal Facility or Facilities identified in the Supplemental Information Document; and
- (g) CWM shall comply with, and cause its employees and agents to comply with, all safety and security rules as are conspicuously and legibly posted in the work area at Generator's plants, facilities and/or premises or which have been specified in the Supplemental Information Document.
- (h) CWM shall promptly dispose of the Waste Products and shall not in any manner salvage, reclaim, re-use, sell or distribute the Waste Products or any part thereof

unless otherwise specified in the Supplemental Information Document.

15. GENERATOR WARRANTIES. The Generator warrants and represents to CWM that:

- (a) The description of the Waste Products in the Supplemental Information Document is true and correct in all material respects and fairly advises CWM of the hazards and risks known by the Generator at the time of execution of the Supplemental Information Document to be incident to the handling, transportation, storage and disposal of the Waste Products; and
- (b) The completed documents, shipping papers or manifests required from Generator for lawful transfer of Waste Products to CWM will comply with valid and applicable statutes, ordinances, orders, rules and regulations; and
- (c) Waste Products tendered to CWM will conform to the descriptions contained in the Supplemental Information Document; and
- (d) Generator will prepare the Waste Products for transportation and tender to CWM in accordance with valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state and local governments in whose jurisdiction such Waste Products are to be tendered to CWM, pertaining to: (i) container specifications for any container not supplied by CWM; and, (ii) marking and labeling of all containers; and
- (e) The Generator has sole title to Waste Products which will be tendered to CWM, and is under no legal restraint,

statutory, regulatory, administrative or judicial, which prohibits the transfer of possession or title to such Waste Products to CWM.

- (f) If during the term of any Supplemental Information Document, information is received by Generator at the facility identified in such Supplemental Information Document which reasonably supports the conclusion that Waste Products described in such Document, or some component of such Waste Products, present or may present a significant hazard or significant risk to persons or the environment, which was not disclosed in the Supplemental Information Document, Generator shall exercise its best efforts to report such information to CWM.
  - (g) If legally effective regulations promulgated under Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580) identify the Waste Products as "hazardous waste," either by characteristics or listing, the Generator will file with the appropriate governmental agency the preliminary notification required by Section 3010(a) of the above Act, and provide CWM with evidence thereof.
  - (h) If Waste Products tendered to CWM contain a reportable quantity of one or more hazardous substances, as provided in Section 102 of the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, or regulations adopted thereunder, then Generator shall so inform CWM on the specific Supplemental Information Document and attachments thereto.
16. INDEMNIFICATION AND LIABILITY. CWM agrees to indemnify and save harmless the Generator, its present and future officers

or directors (or officials), employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of (i) breach of any warranties by CWM; (ii) any negligent or willful act or omission of CWM, its employees or subcontractors in the performance of this Agreement; or (iii) otherwise in connection with CWM's handling, storage or disposal of ~~conforming~~ Waste Products once they have been delivered to the Disposal Facility.

Generator agrees to indemnify and save harmless CWM, its present and future officers, directors, employees, agents, subcontractors and assignees, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of breach of any warranties by the Generator.

17. INSURANCE. CWM shall procure and maintain at its expense, during the term of this Agreement and for a minimum of two (2) years following the expiration, termination or cancellation of this Agreement, at least the following insurance:

<u>COVERAGE</u>	<u>LIMITS</u>
(a) Workmen's Compensation	Statutory
(b) Employer's Liability	\$500,000 each occurrence
(c) Public Liability (bodily injury)	\$25,000,000 combined single limit
(d) Public Liability (property damage)	Same as (c) above
(e) Automobile Liability (bodily injury)	\$200,000 each person \$500,000 each occurrence
(f) Automobile Liability (property damage)	\$500,000 each occurrence

Public Liability Insurance shall include coverage for completed operations, contractual liability under this Agreement, and the sudden and accidental release of contaminants into the environment. Insurance certificates showing CWM's compliance with the requirements of this Section shall be furnished to the Generator before CWM commences work hereunder.

Each contract of insurance, and certificate of insurance, shall provide that said insurance shall not be cancelled or materially altered until at least ten (10) days after written notice is received by the Generator. In addition, CWM

shall, during the term of this Agreement, consistent with its warranties in Section 14, maintain such levels of financial responsibility, including insurance (if required) as are or may be required under State or Federal law.

18. CONFIDENTIALITY. If Generator requests information from CWM or CWM develops information which CWM deems to be confidential, then a separate agreement shall be entered into by the parties to safeguard and protect the confidentiality of said information.

CWM shall treat and Generator shall make its best efforts to treat as confidential property and not disclose to others, except as is necessary to perform this Agreement, (and then only on a confidential basis satisfactory to both parties), any information regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers or information relating to the chemical composition of the Waste Products or the quantity of Waste Products delivered to CWM by Generator which may come within the knowledge of either party, its officers or employees in the performance of this Agreement, without in each instance securing the prior written consent of Generator or CWM, as applicable.

Nothing above, however, shall prevent either party from disclosing to others or using in any manner information which either party can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of either party.
- (b) Has been furnished or made known to either party by third parties (other than those acting directly or

indirectly for or on behalf of either party) as a matter of legal right without restrictions on its disclosure.

(c) Was in either party's possession prior to the disclosure thereof.

19. WORK ON GENERATOR'S PREMISES. Generator agrees to provide CWM, its employees and subcontractors a safe working environment for any work, in performance of this Agreement, which must be undertaken on premises owned or controlled by the Generator.
20. INSPECTIONS. Generator shall have the right, but not the duty or obligation, to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to CWM or its subcontractors which are applicable to the performance of this Agreement. No inspection or review, if any, by Generator of the Disposal Facility or operations shall relieve CWM of any of its obligations under this Agreement.
21. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment of money for services previously rendered, may be suspended by either party in the event the delivery, generation, or transportation of Waste Products by Generator, or transportation or disposal of Waste Products by CWM are prevented by a cause or causes beyond the reasonable control of such party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood, or sabotage; lack of adequate fuel, power, raw materials, labor or transportation facilities; governmental laws, regulations, requirements, orders

or actions; breakage or failure of machinery or apparatus; national defense requirements; injunctions or restraining orders; labor trouble, strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment).

22. DELEGATION AND ASSIGNMENT. CWM may at any time, with the prior written consent of Generator, which consent shall not be unreasonably withheld, delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by CWM. Any such delegation shall not operate to relieve CWM of its responsibilities hereunder and, notwithstanding any such delegation, CWM shall remain obligated to the Generator in these undertakings.

✓ Either party may, at any time, upon written notice to the other party, assign its rights under this Agreement.

23. INDEPENDENT CONTRACTOR. CWM is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither CWM nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the Generator.

The provisions of this Agreement shall not be construed as authorizing or reserving to Generator any right to exercise any control or direction over the operations, activities, employees or agents of CWM in connection with this Agreement, it being understood and agreed that the entire control and direction of such operations, activities, employees or agents shall remain with CWM. Neither party to this Agreement shall have any authority to employ any person or agent

or employee for or on behalf of the other party for any purpose and neither party to this Agreement, nor any person performing any duties or engaging in any work at the request of such party, shall be deemed to be an employee or agent of the other party to this Agreement.

24. NOTICE. Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the address specified in the Supplemental Information Document or to such other address as may be specified from time to time in a written notice given by such party.
25. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services provided under this Agreement including transportation, storage, treatment, processing and disposal of Waste Products. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreement purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend this Agreement. In no event shall the preprinted terms or conditions found on any CWM or Generator purchase or work order or gate pass be considered an amendment or modification of this Agreement, even if such documents are signed by representatives of both parties; such preprinted terms or conditions shall be considered null and of no effect.
26. WAIVER. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed

to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

27. MISCELLANEOUS. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Any other disputes arising out of this Agreement shall be governed and construed in accordance with the laws of the State specified in the Supplemental Information Document.

All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

✓ In the event of a conflict between the terms or conditions of this Agreement and those of the Supplemental Information Document, the terms and conditions of the Supplemental Information Document shall control.

✓ The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective heirs, executors, administrators, assigns and successors in interest.

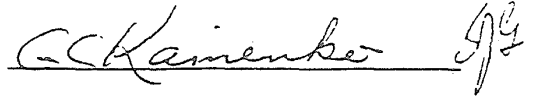
28. SEPARABILITY. If any Section, subsection, sentence or clause of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or of any Section, subsection, sentence or clause hereof not so adjudged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

CHEMICAL WASTE MANAGEMENT, INC.

MONSANTO COMPANY

By: 

By: 

Title: Director - Marketing & Sales

Title: Manager, Raw Material Supp

74BB

EXHIBIT A

SUPPLEMENTAL INFORMATION DOCUMENT: NUMBER \_\_\_\_\_

This Document supplements, and is part of, that certain "Waste Transportation and Disposal Agreement," (hereinafter "the Agreement"), entered into by and between MONSANTO COMPANY, (hereinafter "the Generator"), and CHEMICAL WASTE MANAGEMENT, INC., (hereinafter "CWM"), on August 14, 1981. The provisions of this Document shall be incorporated into the Agreement.

1. DESCRIPTION OF WASTE PRODUCTS. The "Waste Products", to which the Agreement refers, are as described in the "Generator's Waste Material Profile Sheet," Code Designation \_\_\_\_\_, attached hereto and made part hereof.

Containers are to be provided by \_\_\_\_\_ according to the following specifications:

2. TENDER OF WASTE PRODUCTS. Generator shall tender or deliver the above Waste Products to CWM as follows:

(a) Quantity of Waste Products to be Tendered Over Term.

(1) Estimated.

(2) Guaranteed (if applicable).

(b) Maximum/Minimum Quantity of Waste Products Per Tender (if tendered in installments).

(c) Place of Tender.

(d) Time and Frequency of Tender.

(e) Manner of Tender (including notification to CWM).

3. WORK RULES/PROCEDURES AT GENERATOR'S PREMISES. Any specific rules or procedures required by Generator for workers on its premises must be noted here, or attached hereto and initialed by both parties.

4. LOADING AND TRANSPORTATION. The Waste Products are to be loaded (or stowed) on vehicles (or vessels) by \_\_\_\_\_, and transported to the Storage Facility/Disposal Facility (circle one) by \_\_\_\_\_. If the Waste Products are first transported to a Storage Facility, they will be reloaded (or stowed) on vehicles (or vessels) by \_\_\_\_\_, and transported to the Disposal Facility by \_\_\_\_\_. If CWM is to provide transportation the following special transportation requirements (if any) shall apply, pursuant to the Generator's direction:

(a) Vehicles or Vessels.

(b) Routes.

(c) Hours of Transportation.

5. STORAGE FACILITY. CWM shall store the Waste Products at the following storage facility for a period not to exceed \_\_\_\_\_ days, from which facility the Waste Products will then be removed to the Disposal Facility:

(a) Name/Address of Storage Facility:

(b) Name/Address of Facility Permittee:

(c) Permit Number(s)/Initiation and Termination Date(s):

(d) Permitting Authority(ies):

6. DISPOSAL FACILITY. CWM shall dispose of the above Waste Products at the following disposal facility (or facilities):

(a) Name/Address of Facility (Facilities):

(b) Name/Address of Facility Permittee:

(c) Permit Number(s)/Initiation and Termination Date(s):

(d) Permitting Authority(ies);

7. DISPOSAL METHODS: CWM shall utilize one or more of the following methods for the disposal of the Waste Products:

8. EMERGENCY SERVICES: CWM shall provide emergency transportation, storage or disposal services, with respect to the above Waste Products, pursuant to the following:

9. RECLAMATION AND/OR SALE OF WASTE PRODUCTS. CWM is authorized to reclaim, recover and sell, distribute or use the Waste Products, their components or residues, as follows:

10. COMPENSATION. The Generator shall compensate CWM as follows:

(a) For Transportation, Storage and Disposal of Waste Products.

(b) For Transportation and Disposal of Waste Products.

(c) For Disposal of Waste Products Only.

(d) Emergency Services.

(e) Measurement of Waste Products. Waste Products shall be measured by CWM for the purpose of computing fees hereunder, at the time and place, and in the manner, as follows:

(f) Generator's Billing Address. CWM shall submit its statements to:

(g) CWM Billing Address. CWM will issue its billings from the following:

11. TERM. The term of the Agreement, with respect to the Waste Products covered in this Document, shall be as follows: (If provision is to be made for termination without cause, upon written notice by either party, insert such provisions below the Term of the Agreement).

12. LAW TO GOVERN. Except as otherwise provided in Section 27 of the Agreement, this Supplemental Information Document shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_.

13. MISCELLANEOUS CONDITIONS.

By their signatures hereto, the parties agree that this Supplemental Information Document shall be considered an attachment to, and part of, that certain "Waste Transportation and Disposal Agreement" identified above.

Date: \_\_\_\_\_ MONSANTO COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_

CHEMICAL WASTE MANAGEMENT, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B

AUTHORIZED SIGNATORIES

This Exhibit, being attached to, and forming part of that certain "Waste Transportation and Disposal Agreement" entered into by the undersigned parties on August 14, 1981, establishes the identities of those persons authorized to execute Supplemental Information Documents on behalf of the parties, with their authority levels as indicated below on an annual basis, to-wit:

FOR GENERATOR:

Plant Manager (not to exceed \$500,000)  
Plant Environmental Representative (not to exceed \$100,000)  
Plant Purchasing Agent (not to exceed \$100,000)

FOR CWM:

Area Sales Manager (not to exceed \$50,000)  
Disposal Facility General Manager (not to exceed \$50,000)  
National Sales Manager or  
National Accounts Manager (not to exceed \$500,000)  
Director of Marketing & Sales (not to exceed \$1,000,000)  
Senior Vice President or  
President (greater than \$1,000,000)

MONSANTO COMPANY

By: GCKamenber  
Title: Manager, Raw Material Supply

CHEMICAL WASTE MANAGEMENT, INC.

By: Raymond W. B. B.  
Title: Director - Marketing & Sales